



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

9/11
RB

1. EDS Number: D120-6-008	2. Date prepared: 7/14/2009
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# 4
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input type="checkbox"/> QPA	<input type="checkbox"/> Other

FISCAL INFORMATION

4. Account Number: 1000-10645.537000	5. Account Name: New Castle Correction Facility
6. Total amount this action: \$429,870.00	7. New contract total: 76,045,522.35
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2006	\$6,334,308.00
Year 2007	\$13,117,443.00
Year 2008	\$20,963,822.00
Year 2009	\$21,660,961.50
Year 2010	\$13,968,987.85

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 9/14/2005	12. To (month, day, year): 9/27/2009
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP# 5-105	<input type="checkbox"/> Other (specify)
<input type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

AGENCY INFORMATION	
14. Name of agency: New Castle Correctional Facility	15. Requisition Number:
16. Address: Department of Correction New Castle Correctional Facility 1000 VAN NUYS RD NEW CASTLE, IN 47362	
AGENCY CONTACT INFORMATION	
17. Name: Joe Fistrovich	18. Telephone #: 317/232-1062
19. E-mail address: Jfistrovich@idoc.in.gov	
COURIER INFORMATION	
20. Name: Nicholas Law	21. Telephone #: 317-232-5672
22. E-mail address: nlaw@doc.in.gov	
VENDOR INFORMATION	
23. Vendor ID # 0000117904	
24. Name: THE GEO GROUP INC	25. Telephone #: 561-999-7305
26. Address: 621 NW 53RD ST STE 700 BOCA RATON, FL 33487	
27. E-mail address: N/A	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: % Women: %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: % Women: %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 11-12-2-1

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
This amendment adds the population of an additional 210 person housing unit at the Indiana Department of Correction New Castle Correctional facility which is being run by the vendor and sets the per diem for that unit at a different, lower rate. The agreement also adds services for a Mental Health Unit to be run the facility subject to original terms

38. Justification of vendor selection and determination of price reasonableness:
Vendor was selected as a result of RFP 5-105. The negotiated per diem for this additional population is less than the per diem rate of the original contract.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval 	41. Date Approved 7/16/09	42. Budget agency approval 	43. Date Approved 7/30/09
44. Attorney General's Office approval 	45. Date Approved 7-30-09	46. Agency representative receiving from AG 	47. Date Approved



2004-005

Received
JUL 16 2009
IDOA Contracts
RECEIVED
JUL 30 2009
OAG-ADVISORY

AMENDMENT #4
EDS# D120-6-008

This is an amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Correction (the "State") and The GEO Group, Inc., One Park Place, Suite 700, 621 Northwest 53rd St., Boca Raton, Florida 33487 (the "Contractor") dated September 14, 2005.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the contract as follows:

Duties of the Contractor. The following duties are added to Paragraph 1, Duties of the Contractor:

A. Operation of Mental Health Unit.

- 1) Contractor will operate a Mental Health Unit (hereinafter "MHU") on the grounds of the New Castle Correctional Facility.
- 2) The capacity of the unit is 128 offenders. The MHU will consist of the following ranges in what is currently referred to as the Mental Health Unit, Ranges 100, 200, 300, 400, 500, 600, 700, and 800.
- 3) Contractor will reassign eleven (11) staff positions from the current staffing schedule of the Contract to cover the staffing of the MHU.
- 4) Staff working in the Unit shall participate in forty (40) hour annual in-service training and additional specialized training as required by policy, or as requested by the Indiana Department of Correction.
- 5) Positions assigned to the MHU shall not be vacated due to staff shortage or any other reason without the consent of the Indiana Department of Correction Deputy Commissioner of Operations or his/her designee.
- 6) In cooperation with Correctional Medical Services, or the designated facility medical services provider, Contractor will establish and follow a working schedule of medical and mental health services specific to the MHU needs.
- 7) The custody staff assigned to the MHU will be responsible for the general custody functions within the unit and participation in treatment team functions.
- 8) All costs associated with the services provided for the MHU as set forth above are to be captured within, and paid through, the existing per diem rate of the Contract as set forth in Exhibit A of the Contract.

B. Operation of Housing Unit F.

The parties agree to populate a housing unit on the grounds of the New Castle Correctional Facility identified as Housing Unit F. It is further agreed that Housing Unit F will house up to 210 offenders. Housing Unit F shall be operated in the same manner set forth in the contract and shall be paid for at a separate per diem as set forth in this Amendment under Consideration.

Consideration. Paragraph #2 relating to consideration is hereby amended to add the following language:

1. The parties agree to populate a housing unit on the grounds of the New Castle Correctional Facility identified as Housing Unit F (hereinafter, "new housing unit"). It is further agreed that Housing Unit F will house up to 210 offenders. This new housing unit shall be operated in the same manner set forth in the contract; however, the cost shall be at a separate different per diem rate than offenders in other housing units at the facility.
2. The parties agree that the per diem rate for the offenders occupying the new housing unit shall be \$23.00 per man day and based on actual population. This per diem rate shall cover the same services that are provided for all other offenders at the New Castle Correctional facility under the Contract. This per diem is to be used for the new housing unit, notwithstanding any other per diem rate set forth in the Contract.
3. The parties agree that invoices to the State pursuant to the Contract shall indicate the amount owed for offenders in the new housing unit separately identified as "Housing Unit F", although the invoiced amount for the housing unit may be added to the total amount due for all the per diem rates in the invoice.
4. The parties further agree that the offender population of the housing unit shall contribute to the minimum average daily population of the facility, but shall on no account shall the State be charged any other per diem for the offender population of the new housing unit, other than \$23.00 as set forth above.

This amendment adds \$429,870 to the consideration of the Contract (additional guarantee of cost of 210 offenders x \$23.00 x 89 days). Total remuneration under the Contract is not to exceed \$76,045,522.35.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.


THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties of perjury, that he/she is the Contractor, or that he/she is the duly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

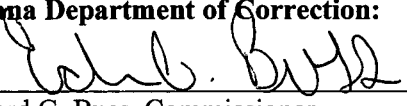
In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Amendment. The parties having read and understand the foregoing terms of this Amendment do by their respective signatures dated below hereby agree to the terms thereof.

The GEO Group, Inc.:

By: 
Wayne H. Calabrese, President & Vice Chairman

Date: 10 July 2009

Indiana Department of Correction:

By: 
Edward G. Buss, Commissioner

Date: 7-16-09

Department of Administration:

By: 
Mark W. Everson, Commissioner

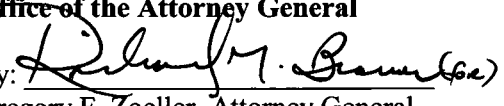
Date: 7/22/09

State Budget Agency:

By:  for
Christopher A. Ruhl, Director

Date: 7/30/09

**Approved as to Form & Legality:
Office of the Attorney General**

By: 
Gregory F. Zoeller, Attorney General

Date: July 30, 2009